

44048

TRUST DEED

19 84 between

THIS TRUST DEED, made this 12 day of December, 1984, between Audie SOYLAND and Linda SOYLAND, as grantor, William Sisemore, as trustee, and Klamath First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, as beneficiary:

WITNESSETH:

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 8 in Block 5, EWAUNA HEIGHTS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Grantor's performance under this trust deed and the note it secures may not be assigned to or be assumed by another party. In the event of an attempted assignment or assumption, the entire unpaid balance shall become immediately due and payable.

which said described real property is not currently used for agricultural timber or grazing purposes

\$ 14,500.00

January 10

85

Fourteen Thousand Five Hundred and 00/100 \$ 202.94

This trust deed shall further secure the payment of such advance interest, if any, as may be shared hereunder by the beneficiary to the grantor, or to any person having an interest in the above described property, as may be evidenced by a note or notes. If the indebtedness secured by this trust deed is for more than one note, the beneficiary may, at its option, receive the proceeds of any of said notes or part of any payment on one note and part of another, as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary herein that the said property and the interest therein shall be kept free and clear of all taxes, assessments, liens, claims, judgments, mortgages, judgments, and all other encumbrances, and that the grantor shall defend and defend his said title therein against the claims of all persons.

The grantor covenants and agrees to pay all taxes, assessments, liens, claims, judgments, mortgages, judgments, and all other encumbrances, and to keep said property free and clear of all taxes, assessments, liens, claims, judgments, mortgages, judgments, and all other encumbrances, and to defend and defend his said title therein against the claims of all persons.

In order to secure the payment of the principal and interest on the note secured by this trust deed, the grantor hereby grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 8 in Block 5, EWAUNA HEIGHTS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The trustee, William Sisemore, as trustee, and the beneficiary, Klamath First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, shall have the right to sell the property described herein, and to convey the proceeds of such sale to the beneficiary, to be applied to the payment of the principal and interest on the note secured by this trust deed, and to the payment of the costs and expenses of such sale, and to the payment of the costs and expenses of the administration of this trust.

not less than \$5.00

The beneficiary shall have the right to demand the principal and interest on the note secured by this trust deed, and to demand the proceeds of the sale of the property described herein, and to demand the costs and expenses of such sale, and to demand the costs and expenses of the administration of this trust.

4. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the incurring of fire and other insurance policies or compensation or awards for any loss or damage of the property, and the application or release thereof, shall not cure or waive any defect, nor shall the application or release thereof, or invalidate any act done pursuant to fault or notice of default hereunder or constitute a waiver of any such defect or such notice.

5. The grantor shall notify beneficiary in writing of any sale or transfer for sale of the above described property and furnish beneficiary a form supplied it with such personal information concerning the public sale as would ordinarily be required of a new loan applicant and shall pay a commission service charge.

[illegible]

trustees shall be required to pay the amount provided by law.

[illegible]

statement at the time filed by the preceding postponement. The trustee shall deliver to the purchaser the deed in form as required by law, conveying the property to the purchaser, and any and all express or implied warranties shall be conclusively and irrevocably made by the trustee in the deed. Any matters or facts shall be conclusively and irrevocably established in the deed of any matters existing the trustee but including the grantor and the beneficiaries thereof, and persons existing at the sale and the beneficiaries thereof, and persons existing at the sale.

When the Trustee makes payment to the powers provided herein, the Trustee shall be deemed to have satisfied its obligation to the Trust and shall be entitled to the compensation of the Trustee, and a release of the Trustee from all obligations secured by the Trust, including the obligation to pay to the Trust the amount of the Trust's net assets as they appear in the Trust's financial statements. The Trustee shall be entitled to the Trust's net assets as they appear in the Trust's financial statements. The Trustee shall be entitled to the Trust's net assets as they appear in the Trust's financial statements.

[illegible]

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Court, at the City of New York, this 14th day of June, 1964.

STATE OF OREGON
County of Klamath.

County of Klamath

THIS IS TO CERTIFY THAT

10

December

84 [unclear] the undersigned a
Audie Soyland and Linda

Notary Public in
Sovland

to me personally known to be the persons who were the authors of the same. **they** executed the same upon the persons named and at the

TESTAMENT WITNESS: JOHN [illegible] [illegible]

552

Logn No. 39-01163

TRUST DEED

KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

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W. J. ... of County

...and the ...

Sam Smith

1990

REQUEST FOR FULL RECONVEYANCE

REQUEST FOR FULL PAY

To be used only when obligations have been paid.

TO: William Siser

TO: William S. ... Trustee

The undersigned is the legal owner and holder of the ... and trust deed or have been fully paid and satisfied. You hereby agree to present to the ... together with said pursuant to statute, to cancel all evidences of indebtedness ... and to receive, without warranty to the parties designated in the ...

DATED

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